

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANMARK CONTROLS, INC.		07/06/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FARO TECHNOLOGIES, INC.		
Street Address:	250 TECHNOLOGY PARK		
City:	LAKE MARY		
State/Country:	FLORIDA		
Postal Code:	32746		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3313012	LANMARK	
Registration Number:	2781562	WINLASE	
Registration Number:	4704518	LANCODER	
Registration Number:	4562399	ACCU-GEN 20	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	860-286-2929		
Email:	TMClientUSPTO@cantorcolburn.com		
Correspondent Name:	Michelle P. Ciotola		
Address Line 1:	20 Church Street		
Address Line 2:	Floor 22		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	FAO3027AUS		
NAME OF SUBMITTER:	Michelle P. Ciotola		
SIGNATURE:	/Michelle P. Ciotola/		
DATE SIGNED:	04/20/2020		
Total Attachments: 10			

OP \$115.00 3313012

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Section 3.2(k) Intellectual Property.

(i) (A) Trademarks:

Trademark	Classes	Country	Status	Filed	Issued	Next Action Date
Acou-Gen 20 [word]	009	USA	03-issued	4/29/13	7/8/14	7/8/19 - TM US Renew Date
LANCoder [word]	009	USA	03-issued	6/10/13	3/17/15	3/17/20 - TM US Renew Date
Lanmark [word]	009	USA	03-issued	10/4/02	10/16/07	10/16/26 - TM US Renew Date
Maestro [word]	009	USA	03-issued	6/24/09	1/26/10	1/26/19 - TM US Renew Date
Winbase [word]	009	USA	03-issued	10/4/02	11/11/03	11/11/22 - TM US Renew Date

(B) Patents – None.

(C) Copyrights – None.

(ii) Licenses In:

Component	Ownership Description	Contract Provisions
EtherNet/IP Sources	Owned by and licensed from Real Time Automation Inc., Pewaukee, WI	
Profinet Sources	Owned by and licensed from Real Time Automation Inc., Pewaukee, WI	
Barcode Library Sources	Owned by and licensed from TAL Technologies Inc., Philadelphia, PA	4. You may not rent or lease the SOFTWARE, or transfer the SOFTWARE to anyone outside of Lanmark Inc.
Wout Ware Binaries	Owned by and licensed from Wout Ware, Eindhoven, Netherlands	
VCS 3D Processing Binaries	Owned by and licensed from vcs Dr. Wrba, Obergünzburg, Germany	
Windows CE 4.2 OS Sources	Owned by and licensed from Microsoft. BSP licensed from Adeneo. Additions and modifications to BSP by Lanmark Controls Inc.	10. Assignment. Neither party may assign this Agreement in whole or in part without the prior written approval of the other party. Any attempted assignment in violation of this section shall have no effect. An assignment under this section includes the following: (a) a change in the beneficial ownership of Company of 50% or more (whether in a single transaction or series of transactions) if Company is a partnership, trust, limited liability Company or other like entity; (b) a merger of Company with another party, whether or not the Company is the surviving entity; (c) the acquisition of 50% or more of any class of Company's voting stock (or any class of non-voting security convertible into voting stock) by another party. This applies whether the acquisition is in a single transaction or a series of transactions; and; the sale or other transfer of 50% or more of Company's assets (whether in a single transaction or

STOCK PURCHASE AGREEMENT

BY AND AMONG

FARO TECHNOLOGIES, INC.,

LANMARK CONTROLS, INC.,

AND

THE OTHER PARTIES LISTED ON THE SIGNATURE PAGES HERETO

Dated as of July 6, 2018

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “**Agreement**”) is made and entered into as of July 6, 2018, by and among (i) FARO Technologies, Inc., a Florida corporation (the “**Buyer**”), (ii) Lanmark Controls, Inc., a Massachusetts corporation (“**Company**”), (iii) each of the signatories hereto in the capacity of a Seller (each, a “**Seller**”, and collectively, the “**Sellers**”), and (iv) John Oskirko, in the capacity of the Seller Representative (as defined herein). Buyer, Company, the Sellers and the Seller Representative are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Company is in the business of developing, designing, manufacturing, marketing, licensing and selling (i) laser marking control boards and (ii) laser marking software (the “**Business**”).

B. Immediately prior to the Closing, the Sellers own all of the issued and outstanding Equity Securities of Company, with each Seller owning that number of shares of common stock of Company, no par value per share (“**Common Stock**”) as is set forth opposite such Seller’s name on Schedule I attached hereto.

C. The Sellers desire to sell, and Buyer desires to purchase, the Common Stock on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS

“**Affiliate**” means, with respect to any particular Person, (a) any Person controlling, controlled by or under common control with such Person, whether by ownership or control of voting securities, by contract or otherwise, (b) any Person owning or controlling 50% or more of the outstanding voting securities of such other Person, (c) any partner, officer, director, employee or shareholder of such Person or any parent, spouse, child, brother, sister or other relative with a relationship (by blood, marriage or adoption) not more remote than first cousin of any of the foregoing, or (d) any liquidating trust, trustee or other similar person or entity for any Person.

“**Articles of Incorporation**” means Company’s Articles of Incorporation, as amended.

“**Basis**” means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could reasonably form the basis for any specified consequence.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which government offices are required or authorized by law to be closed in Delaware.

“Hazardous Materials” means (a) any chemical, material or substance defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” “medical waste,” “toxic pollutants,” “contaminants,” “pollutants,” “toxic substances,” or words of similar import under any applicable Environmental Law, (b) any oil, petroleum, petroleum product or petroleum derived substance, any flammable substances or explosives, or any radioactive materials, (c) friable asbestos and asbestos containing materials, (d) radon gas, urea, formaldehyde, foam insulation, dielectric fluid, and polychlorinated biphenyls, and (e) any other chemical, material or substance present in quantities or concentrations which is prohibited, limited, or regulated by any Governmental Authority.

“Income Tax Return” means any Tax Return related to Income Taxes and Taxes in the nature of an income tax or franchise taxes in lieu of an income tax.

“Income Taxes” means Taxes imposed on net income.

“Indebtedness” of any Person means, without duplication, any of the following: (i) all obligations of such Person for borrowed money or which have been incurred in connection with the acquisition of property or assets; (ii) all Liabilities secured by any Lien upon property or assets owned by such Person, even though such Person has not assumed or become liable for the payment of such Liabilities; (iii) all Liabilities created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, notwithstanding the fact that the rights and remedies of the seller, lender or lessor under such agreement in the event of default are limited to repossession or sale of the property; (iv) all capitalized lease obligations; (v) all Liabilities with respect to interest rate or currency swaps, collars, caps and similar hedging obligations; (vi) all guaranties, surety or indemnity obligations by such Person; (vii) all Liabilities of such Person in regard to guaranties or sureties by others of such Person’s Liabilities, regardless of whether by payment or performance, or whether such guaranties are in the form of letters of credit, deposits, bonds, insurance or other forms of security, indemnity, surety or guaranty; (viii) all Liabilities for underfunded employee pension benefit plans and similar obligations; and (ix) all Liabilities for accrued but unpaid interest and unpaid prepayment penalties or premiums, expenses or other amounts that are payable in connection with retirement or prepayment in respect of any of the foregoing.

“Initial Purchase Price Payment” means [REDACTED]

“Intellectual Property” means any and all of the following (including all copies and embodiments thereof, in electronic, written or other media; all rights to seek and recover damages and/or settlements for any claims whatsoever related thereto; all renewals, extensions, divisions, continuations, continuations-in-part, modifications, derivative works, and improvements thereto, and the like; and all goodwill related thereto) in the United States and outside of the United States: (i) all registered and unregistered trademarks, trade dress, service marks, logos, trade names, corporate names, other indicia of source of origin, and all applications to register the same (the **“Trademarks”**); (ii) all issued U.S. and foreign patents and pending patent applications, patent disclosures and improvements thereto, and rights related thereto (the **“Patents”**); (iii) all registered and unregistered copyrights and all applications to register the same (the **“Copyrights”**); (iv) all computer software and databases (excluding software and

databases licensed to Company under standard, off-the-shelf, non-exclusive software licenses granted to end-user customers by third parties in the ordinary course of such third parties' business with annual fees or other payments of less than [REDACTED] (the "**Software**"); (v) all categories of trade secrets, know-how, inventions (whether or not patentable and whether or not reduced to practice), processes, procedures, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information and other confidential and proprietary information ("**Proprietary Rights**"); (vi) all licenses and agreements pursuant to which Company has acquired rights in or to any of the Trademarks, Patents, Copyrights, Software or Proprietary Rights (excluding software and databases licensed to Company under standard, off-the-shelf, non-exclusive software licenses granted to end-user customers by third parties in the ordinary course of such third parties' business with annual license fees or other payments of less than [REDACTED] ("**Licenses-In**"); (vii) all licenses and agreements pursuant to which Company have licensed or transferred any rights to any of the Trademarks, Patents, Copyrights, Software or Proprietary Rights ("**Licenses-Out**"); and (viii) all Internet domain names.

"**Inventory**" means Company's inventory (including packaging materials, raw materials, work-in-process and finished goods) used in or related to the Business.

"**Knowledge of Company**", "**Company's Knowledge**" or any similar phrases, shall mean (a) the actual knowledge of John Oskirko and Christine Oskirko and (b) the knowledge that each such person would have after reasonable investigation and inquiry by such person.

"**Law**" means each provision of any Federal, state, provincial, municipal, local or foreign law, statute, ordinance, order, judgment, common law, code, rule or regulation, enacted, enforced, entered, promulgated or issued by any Governmental Authority.

"**Leases**" means all written or oral leases, subleases, licenses, concessions and other agreements (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) pursuant to which Company holds, uses, occupies or possesses any Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of Company thereunder.

"**Liability**" means any liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), obligation or Indebtedness, including any liability for Taxes.

"**Lien**" means any mortgage, pledge, easement, security interest, charge, claim, conditional sale or other title retention agreement, lien or other encumbrance or right of any third party.

"**Losses**" means all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, costs of defense, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs (including costs of actions taken to bring the Business into compliance with applicable Laws), amounts paid in settlement, Liabilities, Taxes, Liens, losses, expenses, and fees, including all reasonable attorneys' fees and court costs.

replacement in the twelve (12) month period following the Closing Date. The personal property and assets shown on the Latest Balance Sheet or acquired after the Most Recent Fiscal Year End, the lease rights under the leases of personal property and the Intellectual Property owned or used by Company under valid license, constitute all the assets and services used by Company in operating its business as it is currently operated by Company, and all such assets are located at the Leased Real Property locations. Except as set forth in Section 3.2(j)(v) of the Disclosure Schedule, neither the Sellers nor any other employees and officers, directors or independent contractors of Company nor its Affiliates owns any rights in any assets, tangible or intangible, which are used by or reasonably required for the operation of the Business.

(k) Intellectual Property.

(i) Section 3.2(k)(i) of the Disclosure Schedule sets forth a list of all (A) trademark and service mark registrations and pending registration applications, and Internet domain name registrations, (B) patents and pending patent applications, and (C) copyright registrations and pending registration applications, in each case, which are Company-Owned Intellectual Property (“**Listed IP**”), including, to the extent applicable, the registration or application number for each item and the jurisdiction in which the item has been registered or applied for. All renewal and maintenance filings and fees in respect of the Listed IP that are due prior to the Closing Date (if applicable) have been made or paid, and all registrations are valid and enforceable.

(ii) The rights of Company in and to each item of the Company-Owned Intellectual Property are exclusively owned outright by Company, free and clear of any Liens. Except to the extent provided in the Licenses-In identified in Section 3.2(k)(ii) of the Disclosure Schedule, all of Company’s rights in and to the Company Intellectual Property are freely assignable, transferable, or licensable in Company’s own name, including the right to create derivatives, modifications and improvements without any restrictions or obligations to make payment to any third party, and Company is not under any obligation to pay any royalty or other compensation to any third party or to obtain any approval or consent for use of any of the Company Intellectual Property. No Company-Owned Intellectual Property was developed, created, or modified with any funding from any Governmental Authority or any academic institution.

(iii) No breach or default (or event which with notice or lapse of time or both would result in a breach or default) by Company exists or has occurred under any material License-In or other agreement pursuant to which Company uses or has rights to the Company Intellectual Property, Company is not in receipt of any communication regarding the same, and the consummation of the transactions contemplated by this Agreement will not violate or conflict with or constitute a breach or default (or an event which, with notice or lapse of time or both, would constitute a breach or default) or result in a payment due any party or forfeiture under, or constitute a Basis for termination of, any such License-In or other agreement or other rights to any Company Intellectual Property.

(iv) Company exclusively owns or has the exclusive right to use all Company Intellectual Property, and the Company Intellectual Property is all of the Intellectual Property used to provide, sell and/or license the products and services currently provided, sold and licensed by Company and presently contemplated by Company to be provided, sold and licensed by Company, and to otherwise conduct the Business as presently conducted, and the consummation of the transactions contemplated hereby will not alter or impair any such rights, including any right of Company to use or sublicense any Intellectual Property owned by others.

(v) As of the Closing Date, Company's rights to the Company Intellectual Property have not lapsed, expired or been abandoned, except Company Intellectual Property no longer used in any manner by Company in the Business as presently conducted. Company has performed, or will perform, any and all obligations as may be required to establish, maintain and perfect its rights to the Company Intellectual Property which obligations come due within ninety (90) days after the Closing Date, including submission of the necessary filing fees, renewals and the like.

(vi) None of the Company-Owned Intellectual Property has been adjudged invalid, not subsisting or unenforceable in whole or in part. No proceeding by any third party contesting the validity, enforceability, use, ownership or other rights related to any of the Company-Owned Intellectual Property is currently outstanding or pending or, to Company's Knowledge, is threatened.

(vii) There is no Basis for any claim against Company asserting any infringement, misappropriation, interference with, or conflict or asserting unfair competition or violation of trade practices under the Laws of any jurisdiction, or that Company does not have the exclusive, legal right to own, enforce, sell, encumber, license, sublicense, lease or otherwise use or transfer any Company-Owned Intellectual Property, process, product or service; nor has any third party notified Company of any claim asserting any of the foregoing. Except as set forth on Section 3.2(k)(vii) of the Disclosure Schedule, within the three (3) year period prior to the Closing, Company has not sent or otherwise communicated to any other Person any claim of, and there are not any, present, impending or threatened infringement, misappropriation, interference with, or conflict by any other Person of any Company-Owned Intellectual Property, or assertion of unfair competition or violation of trade practices under the Laws of any jurisdiction by any other Person related to Company.

(viii) Company has taken commercially reasonable action and has appropriate policies and internal procedures (as reasonably necessary and/or as required by applicable Law) to maintain and protect all of the Company-Owned Intellectual Property, including the personal information of any third parties. Company has not made any Confidential Information included within the Company-Owned Intellectual Property available to any Person except pursuant to written confidentiality agreements. No employee or independent contractor of Company has performed, or is performing services for Company, in violation of any term of any employment, invention/work product disclosure or assignment, confidentiality, non-competition agreement, or other restrictive covenant or any order, decree, judgment, or the like. Company owns and

possesses the entire right, title and interest in and to (including the right to seek future and unrecovered past damages with respect to third party infringement and to make derivative works, improvements and modifications without future payments) all Company-Owned Intellectual Property.

(ix) No former or current employee or independent contractor of Company has asserted any claim or right to any of the Company-Owned Intellectual Property; and Company has not hired or engaged any former or current employee or independent contractor of Company that would cause any third party to allege any violation of such third party's proprietary rights, and no third party has made any charge or claim, and to the Knowledge of Company, threatened claim or any suit or action asserting the foregoing. Each current and former employee, consultant and independent contractor of Company that has participated in or been involved in the development of any Company-Owned Intellectual Property has entered into a valid and enforceable written agreement with Company assigning all Company-Owned Intellectual Property created, developed, modified or enhanced by such Person to Company and prohibiting such Person from using or disclosing the Company-Owned Intellectual Property in any manner, and all such agreements have been provided to Buyer.

(x) Section 3.2(k)(x) of the Disclosure Schedule identifies each Person to whom Company has licensed, leased or otherwise transferred or granted any interest or rights to any Company-Owned Intellectual Property, and the date and all other material provisions of each such license, lease or other transfer or grant.

(xi) The computer systems, including software, presently used by Company in the conduct of the Business (collectively, the "**Business Systems**") are sufficient for the needs of the Business. Company maintains commercially reasonable data recovery, security, disaster recovery, and business continuity plans, procedures and facilities. In the last twelve (12) months there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all material respects.

(l) Contracts. Section 3.2(l) of the Disclosure Schedule lists each of the following Contracts to which Company is a party (collectively, the "**Material Contracts**"):

(i) any Contract (or group of related Contracts) for the lease of personal property from or to third parties with annual payments exceeding \$50,000 or with a term exceeding one year;

(ii) any Contract concerning a partnership, distributorship, agency, marketing agreement or joint venture;

(iii) any Contract (or group of related Contracts) under which Company has (A) created, incurred, assumed, or guaranteed (or may create, incur, assume, or guarantee) Indebtedness, or (B) imposed (or may impose) a Lien on any of such entity's assets, tangible or intangible;

IN WITNESS WHEREOF, the Parties hereto have each executed and delivered this Stock Purchase Agreement as of the day and year first above written.

BUYER:

FARO TECHNOLOGIES, INC.

By: *Robert E Seidel*
Name: ROBERT E SEIDEL
Title: CFO

[Signature Page to Stock Purchase Agreement]

COMPANY:

LANMARK CONTROLS, INC.

DocuSigned by:
John Oskirko
A5DA543F05664D1
By: _____
Name: John Oskirko
Title: President

SELLERS:

DocuSigned by:
John Oskirko
A5DA543F05664D1

John Oskirko, an individual

DocuSigned by:
Christine Oskirko
DE06FBE6C71D4B9

Christine Oskirko, an individual

SELLER REPRESENTATIVE:

DocuSigned by:
John Oskirko
A5DA543F05664D1

John Oskirko, an individual